

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIRACLE METHOD, LLC		12/19/2023	Limited Liability Company: TEXAS
SURFACE DOCTOR, LLC		12/19/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEERPATH FUND SERVICES, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4170502	MIRACLE METHOD	
<b>Registration Number:</b>	4017974	MIRACLE METHOD SURFACE REFINISHING	
<b>Registration Number:</b>	3979730	NATURAL ACCENTS	
<b>Registration Number:</b>	2697910	MIRACLE METHOD SURFACE RESTORATION	
<b>Registration Number:</b>	3564038	EASY STEP	
<b>Registration Number:</b>	4828849	SURFACE DOCTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>ATTORNEY DOCKET NUMBER:</b>	010997-0226		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		

CH \$165.00 4170502

<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	01/31/2024
<b>Total Attachments: 7</b>	
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**COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2023 (the “*Agreement*”), by and between MIRACLE METHOD, LLC, a Texas limited liability company (“*Miracle Method*”) and SURFACE DOCTOR, LLC (d/b/a MM Commercial Services), a Colorado limited liability company (“*Surface Doctor*”, together with Miracle Method, the “*Debtor*”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “*Secured Party*”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “*Borrowers*”), the lenders from time to time party to the Loan Agreement (collectively, the “*Lenders*”), and Secured Party have entered into that certain Loan Agreement dated as of December 23, 2020 (as amended, restated, or supplemented from time to time, the “*Loan Agreement*”);

**WHEREAS**, Borrowers and Secured Party have entered into that certain Security Agreement dated as of December 23, 2020 (as amended, restated, or supplemented from time to time, the “*Security Agreement*”), and Borrowers have granted a first-priority lien and security interest in all or substantially all of their respective assets to Secured Party;

**WHEREAS**, as a condition to continuing to extend credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “*IP Collateral*”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its copyrights, copyright applications and copyright registrations to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;

(b) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;

(c) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with all goodwill associated therewith or symbolized thereby;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Signatures Appear on Following Pages]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

**DEBTOR:**

**MIRACLE METHOD, LLC**  
a Texas limited liability company

By: Caroline Peck  
Name: Caroline Peck  
Title: Vice President

**SURFACE DOCTOR, LLC**  
a Colorado limited liability company

By: Caroline Peck  
Name: Caroline Peck  
Title: Vice President

**SECURED PARTY:**

**DEERPATH FUND SERVICES, LLC**  
a Delaware limited liability company

*Anish Bahl*

By: \_\_\_\_\_  
Name: Anish Bahl  
Title: Chief Financial Officer

**Schedule 1**

***A. Copyrights and Copyright Applications***

Title	Registration Date	Registration Number	Owner
Miracle Method Before and After Photos	2013-12-23	VA0001885038	Miracle Method, LLC
Miracle Method Before and After Photos 2	2013-12-26	VA0001885102	Miracle Method, LLC

***B. Patents and Patent Applications***

None.



***C. Trademarks and Trademark Applications***

Mark	Registration Date	Registration No.	Owner
MIRACLE METHOD	July 10, 2012	4,170,502	Miracle Method
Miracle Method Surface Refinishing	August 30, 2011	4,017,974	Miracle Method
Natural Accents	June 14, 2011	3,979,730	Miracle Method
	March 18, 2003	2,697,910	Miracle Method
EASY STEP	January 20, 2009	3,564,038	Safeway Safety Step, Inc. and Miracle Method
SURFACE DOCTOR	October 6, 2015	4,828,849	Surface Doctor